

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

\*\*\*\*\* STATE OF MARYLAND \*\*\*\*\*

BPO NO: 001B1400610

PRINT DATE: 05/02/11

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### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

**VENDOR ID:** 1530258979  
MCCORMICK PAINT WORKS CO  
2355 LEWIS AVE

ROCKVILLE, MD 20851  
(301 ) 770-3235

### REFER QUESTIONS TO:

WALTER JOHNSON  
(410 ) 767-4605  
WALTER.JOHNSON@DGS.STATE.MD.US

**ITB:** 001IT818409

**EXPR DATE:** 04/30/13  
**POST DATE:** 04/19/11

**DISCOUNT TERMS:** . NET 30 DAY  
**CONTRACT AMOUNT:** .00

### TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

VENDOR TELEPHONE NUMBER: (301) 230-3493

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### STATEWIDE CONTRACT

FOR

PAINT & CHEMICAL COATINGS

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CONTRACT SCOPE: TO SUPPLY THE STATE OF MARYLAND AND USING AGENCIES WITH DELIVERY FOR PAINT AND CHEMICAL COATINGS FOR THE PERIOD SPECIFIED.

CONTRACT PERIOD: DATE OF AWARD THRU APRIL 30, 2013 (2 YRS). THIS CONTRACT MAY BE RENEWED FOR ONE ADDITIONAL YEAR PROVIDED THAT THE TERMS AND CONDITIONS REMAIN THE SAME.

RELEASE CLAUSE: QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. USAGE WILL BE FOR THE ACTUAL REQUIREMENTS OF THE STATE AND MAY VARY APPRECIABLY FROM THE ESTIMATED QUANTITIES. RELEASE SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN "AS-REQUIRED" BASIS.

ORDERING / DELIVERY: USING AUTHORITIES SHALL ISSUE A PURCHASE ORDER TO THE VENDOR FOR PRODUCTS COVERED BY THE CONTRACT. THE VENDOR MUST ACCEPT THE MARYLAND CORPORATE PURCHASING CARD WITHIN THE PROCUREMENT OFFICER'S LIMITS FOR PURCHASES NOT EXCEEDING \$5,000. DELIVERY WILL BE MADE F.O.B. DESTINATION FREIGHT PREPAID AND ALLOWED TO THE USING

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AUTHORITY WITHIN FIVE (5) CALENDAR DAYS TO POINT SERVICE BY THE CONTRACTOR.

BID EVALUATION: AWARD WILL BE MADE ON A LINE ITEM, LOT OR IN THE BEST INTEREST OF THE STATE OF MARYLAND TO THE RESPONSIVE AND RESPONSIBLE BIDDER BY REGION.

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
  - (2) A MUNICIPAL CORPORATION;
  - (3) A GOVERNMENTAL AGENCY IN THE STATE;
  - (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
    - (I) RECEIVES STATE MONEY; AND
    - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C) (3) OF THE INTERNAL REVENUE CODE;
  - (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
    - (I) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
    - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C) (3) OF THE INTERNAL REVENUE CODE; OR
  - (6) A NON PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.
- (B) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.
- (C) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.
- (D) ALL PURCHASE UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND, (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER. CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

USAGE REPORT: THE STATE OF MARYLAND DEPARTMENT OF GENERAL SERVICES OFFICE OF PROCUREMENT AND LOGISTICS HAS IMPLEMENTED A PROGRAM TO

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REVIEW ALL STATEWIDE CONTRACT REQUIREMENTS AND ASSESS CONTRACT USAGE OF STATE AGENCIES. UNDER THE TERMS OF THE CONTRACT EVERY SIX MONTHS BEGINNING WITH THE "START DATE", A USAGE REPORT SHOULD BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES. THIS REPORT SHOULD CONTAIN A SUMMARY OF PROCUREMENT ACTIVITY AND SHOULD INCLUDE THE CONTRACT NUMBER, ITEM DESCRIPTION, QUANTITY PURCHASED, TOTAL DOLLARS SPENT, NUMBER OF ORDERS PLACED BY STATE AGENCY, NUMBER OF ORDERS PLACE PER CONTRCT, AND END WITH A GRAND TOTAL DUE FOR ALL DOLLARS SPENT. PLEASE SEND YOUR REPORT TO DEPARMENT OF GENERAL SERVICES, OFFICE OF PROCUREMENT & LOGISTICS, 301 WEST PRESTON STREET, ROOM M-3, BALTIMORE, MARYLAND 21201, ATTN: WALTER JOHNSON. YOU MAY FAX THE REPORT TO (410) 333-7022. THE REPORT IS DUE WITHIN TEN (10) DAYS AFTER EVERY REPORT PERIOD.

PRICE ESCALATION CLAUSE: THE STATE OF MARYLAND RECOGNIZES THE CURRENT VOLATILITY IN THE PETROLEUM, ENERGY, AND CHEMICAL MARKETS. THEREFORE, THE VENDOR MAY REQUEST A PRICE INCREASE NO MORE THAN THE INCREASE IN THE PAINT CPI FOR THE BALTIMORE/WASHINGTON METROPOLITAN AREA ANNUALLY OF THE ANNIVERSARY DATE OF THE CONTRACT AWARD.

CITY, COUNTIES IN REGIONS COVERED UNDER THIS CONTRACT:

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REGION A (WESTERN)... GARRETT, ALLEGANY, WASHINGTON, FREDERICK

REGION B (CAPITAL)... MONTGOMERY, PRINCE GEORGE'S

REGION C (CENTRAL)... ANNE ARUNDEL, BALTIMORE, CARROLL, HARFORD,  
HOWARD, BALTIMORE CITY

REGION D (SOUTHERN)... CALVERT, CHARLES, ST. MARY'S

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QUALITY: ANY DEVIATIONS FROM SPECIFICATIONS EITHER WRITTEN OR IMPLIED BY REFERENCE TO BRAND INDICATED HEREIN MUST BE CLEARLY DETAILED IN WRITING ON A SEPERATE SHEET. OTHERWISE IT WILL BE CONSIDERED THAT ITEMS OFFERED ARE IN STRICT COMPLIANCE WITH THE SPECIFICATIONS AND THE SUCCESSFUL BIDDER WILL BE HELD RESPONSIBLE FOR MISREPRESENTATIONS OF PRODUCT. VENDORS OFFERING ITEMS CLAIMING TO BE EQUAL, BUT WHICH ARE NOT WILL BE REQUIRED TO FURNISH ANY ACCEPTABLE PRODUCT AT A COST NO HIGHER THAT THEIR QUOTED PRICE. ALL PAINTS AND CHEMICAL SUPPLIED ON THIS CONTRACT MUST BE FROM THE VENDORS STANDARD LINE OF PAINT AND WILL CARRY THE LABEL TO IDENTIFY IT AS VENDOR'S STANDARD PRODUCT. NO SPECIAL PREPARED PAINT OR LABELS WILL BE ACCEPTED. ALL CONTAINERS RECEIVED DENTED OR DAMAGED WILL BE REJECTED AND PROMPTLY REPLACED AT

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NO COST TO THE AGENCY.

WARRANTY: THE VENDOR TO SUBMIT WITH THEIR QUOTATION ALL MANUFACTURER WARRANTIES FOR PAINT THEY ARE BIDDING UNDER THIS CONTRACT. SUCH WARRANTIES SHALL PREVAIL ONLY TO THE EXTENT THAT THEY DO NOT CONFLICT WITH ANY OTHER BID CONDITIONS. ALL PAINT BID SUBMITTED FOR THIS SOLICITATION SHALL CONTAIN NO (LEAD OR MERCURY) PRODUCTS UNLESS PAINT SPECIFICATIONS ALLOW FOR SUCH DEVIATION. ALL PRODUCTS UNDER THIS CONTRACT SHALL MEET FEDERAL & STATE (VOC) REGULATIONS.

SHIPPING/ RETURNS: PAINTS AND CHEMICALS ARE TO SUPPLIED IN CONTAINER SIZE AS REQUESTED BY USING AGENCY. PACKING REQUIREMENTS SHALL BE ADEQUATE FOR THE MODE OF SHIPPING UTILIZED. SUCCESSFUL VENDOR(S) TO SUPPLY CURRENT COLOR CHARTS FOR THEIR PAINTS TO ALL AGENCIES UPON REQUEST ON A "NO CHARGE" BASIS. SURPLUS UNOPENED, UNDAMAGED PAINTS (STANDARD COLORS) ORIGINALLY PURCHASED UNDER THIS CONTRACT MAY BE RETURNED FOR CREDIT WITHIN 6 MONTHS FROM DATE OF PURCHASE.

PACKAGING: CONTAINERS SHALL BE NEW AND COMPRISE OF INDUSTRY ACCEPTABLE METAL OR PLASTIC. THE MANUFACTURER'S STANDARD PRINTED LABEL SHALL BE AFFIXED TO EACH CONTAINER CONTAINING TRADE NAME OR BRAND, CATALOG NUMBER, COLOR AND COMPLETE DIRECTIONS FOR USE. THE TRADE NAME OR BRAND AND CATALOG NUMBER MUST BE THE SAME PRODUCT BID FOR THIS QUOTATION. ALL PAINTS BID UNDER THIS QUOTATION SHALL BE MANUFACTURED AND LABELED TO COMPLY WITH ALL LATEST OSHA REQUIREMENTS.

PAINT SPECIFICATIONS: THE COLORED PAINTS AND TINTED BASES OFFERED SHALL BE BRAND MATES OF THE STANDARD WHITE OF THE LINE. THE FORMULATION OF THE COLORED PAINTS SHALL BE THE SAME AS THAT FOR THE STANDARD WHITE AS BID UNDER THE APPROPRIATE ITEM, EXCEPT FOR THE COLORING MATERIALS REGULARLY ADDED AND THE ATTENDANT VARIATIONS IN FORMULATION PERCENTAGES WHICH RESULT FROM THE USE OF COLORING OR TINTING PIGMENTS. EACH LINE OF COLOR INCLUDING TINTED PAINTS BID UNDER THIS CONTRACT SHALL HAVE NO LESS THAN EIGHT (8) SHADES AVAILABLE FOR PURCHASE FROM THIS CONTRACT. ALL QUOTATIONS ARE BASED UPON WHITE BASE, MIDTONE BASE, DEEP TONE, ACCENT TONE AND NEUTRAL BASE COLORS.

COMPLIANCE: BY SUBMITTING THIS QUOTATION THE VENDOR CERTIFIES THAT IT CURRENTLY HAS A MANUFACTURER PLANT, COMPANY STORE, OR DISTRIBUTION SYSTEM CAPABLE OF FULFILLING ALL THE TERMS OF THIS AGREEMENT. THE PURCHASING AGENCY AFTER EVALUATION RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL DEVIATIONS FROM VEHICLE OR PIGMENT. VARIATIONS WITHOUT WRITTEN APPROVAL MAY CONSTITUTE FRAUD, WHEREAS; THE LAWS OF THE STATE OF MARYLAND SHALL APPLY.

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TAXES: ARTICLES IN THIS CONTRACT ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

SPECIAL NOTE: PRICING FOR 5 GALLON CONTAINERS IS STATED AS PRICE PER A GALLON. AGENCY SHALL MULTIPLY UNIT COST TIMES CONTAINER SIZE. FOR PAINTS NOT LISTED ON THE CONTRACT VENDOR SHALL PROVIDE A PERCENTAGE DISCOUNT (20%) OFF CURRENT PAINT PRICE LIST. FOR ALL PAINT SUNDRIES & EQUIPMENT VENDOR SHALL PROVIDE A PERCENTAGE DISCOUNT (30%) OFF CURRENT SUNDRY PRICE LIST.

PRICE LISTING: IN ORDER TO VERIFY DISCOUNT PRICING AND BILLING FOR GOVERNMENT AUDITING PURPOSES, VENDOR MUST BE ABLE TO PROVIDE A WEBSITE, PRICE LISTING OR CD-ROM TO THE AGENCIES UPON REQUEST "NO EXCEPTION".

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	63057-000500	GL	5.6000

PAINT BLOCK FILLER, 5 GALLON CONTAINER, MINIMUM VEHICLE ACTIVE INGREDIENT 6%, MINIMUM PIGMENT ACTIVE INGREDIENT 4.5%

BRAND NAME & STOCK NUMBER: MCCORMICK BLOCK FILLER #01015

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0002	63057-000500	GL	17.6100
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WATERBORNE ACRYLIC GLOSS DTM (DIRECT TO METAL) SAFETY COLOR "ORANGE" MINIMUM VEHICLE ACTIVE INGREDIENT 27%, MINIMUM PIGMENT ACTIVE INGREDIENT 22%.

BRAND NAME & STOCK NUMBER: MCCORMICK INTERLOK INTERIOR-EXTERIOR ACRYLIC URETHANE GLOSS - SAFETY ORANGE #42321

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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0003	63057-000500	GL	9.4400
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PAINT EXTERIOR/INTERIOR LATEX MASONRY FLAT WALL PAINT, COLOR WHITE, OFF WHITE AND PASTEL SHADES ONLY 5 GALLON CONTAINER, MINIMUM VEHICLE ACTIVE INGREDIENT 13%, MINIMUM PIGMENT ACTIVE INGREDIENT 14%

BRAND NAME & STOCK NUMBER: MCCORMICK ADVANTAGE FLAT - 05 SERIES

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0004	63057-000500	GL	7.9800
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PAINT INTERIOR LATEX FLAT COLOR WHITE, OFF WHITE AND TINTED COLORS THROUGH MIDTONE BASE, 5 GALLON CONTAINER, MINIMUM VEHICLE ACTIVE INGREDIENTS 8%, MINIMUM PIGMENT ACTIVE INGREDIENT 17%

BRAND NAME & STOCK NUMBER: MCCORMICK ADVANTAGE INTERIOR LATEX FLAT - 12 SERIES

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0005	63057-000500	GL	8.6300
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PAINT INTERIOR ACRYLIC LOW SHEEN (EGG SHELL) ENAMEL, COLOR WHITE AND OFF WHITE AND TINTED COLORS THROUGH MIDTON BASES, 5 GALLON CONTAINER, MINIMUM VEHICLE ACTIVE INGREDIENT 17% AND MINIMUM PIGMENT ACTIVE INGREDIENT 15%

BRAND NAME & STOCK NUMBER: MCCORMICK ADVANTAGE INTERIOR EGGSHELL ACRYLIC ENAMEL - 38 SERIES

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0006	63057-000500	GL	6.8000
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PAINT PRIMER LATEX FLAT INTERIOR COLOR WHITE, 1 GALLON CONTAINER, MINIMUM VEHICLE ACTIVE INGREDIENT 9%, MINIMUM PIGMENT ACTIVE INGREDIENT 9%

BRAND & STOCK NUMBER: MCCORMICK FIRST STEP INTERIOR VINYL PRIMER SEALER - WHITE #06431

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0007	63057-000500	GL	6.5500

PAINT PRIMER LATEX FLAT INTERIOR COLOR WHITE, 5 GALLON CONTAINER,  
MINIMUM VEHICLE ACTIVE INGREDIENT 9%, MINIMUM PIGMENT ACTIVE  
INGREDIENT 9%

BRAND NAME & STOCK NUMBER: MCCORMICK FIRST STEP INTERIOR VINYL PRIMER  
SEALER - WHITE #06431

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0008	63057-000500	GL	19.1200
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PAINT PRIMER RED-OXIDE, 1 GALLON CONTAINER, MINIMUM VEHICLE ACTIVE  
INGREDIENT 20%, MINIMUM PIGMENT ACTIVE INGREDIENT 20%

BRAND NAME & STOCK NUMBER: MCCORMICK INTERIOR/EXTERIOR RED OXIDE  
METAL RUST INHIBITIVE ALKYD PRIMER  
#06453

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0009	63057-000500	GL	22.1300
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WATERBORNE ACRYLIC GLOSS DTM (DIRECT TO METAL) SAFETY COLOR "RED"  
MINIMUM VEHICLE ACTIVE INGREDIENT 27%, MINIMUM PIGMENT ACTIVE  
INGREDIENT 22%.

BRAND NAME & STOCK NUMBER: MCCORMICK INTERLOK INTERIOR-EXTERIOR  
ACRYLIC URETHANE DTM GLOSS - SAFETY  
RED #42322

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END OF ITEM LIST

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VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL  
INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE  
SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE,  
AND/OR BIODEGRADABLE MATERIALS.

THE CONTRACTOR WARRANTS THAT THE CONTRACTOR SHALL COMPLY WITH COMAR  
21.11.08. DRUG AND ALCOHOL FREE WORKPLACE, AND THAT THE CONTRACT

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SHALL REMAIN IN COMPLIANCE THROUGHOUT THE TERM OF THIS PURCHASE ORDER.

STATE FEDERAL TAX IDENTIFICATION NUMBER: 53-0258979

STATE PHONE NUMBER FOR PLACING ORDERS: (301) 230-3493

STATE VENDOR CONTACT PERSON: KEITH CARPENTER

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